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9 **Attorneys for Plaintiff**
10 **Hoffmaster Group, Inc.**

11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 HOFFMASTER GROUP, INC., a
14 Delaware corporation,
15 Plaintiff,

16 v.

17 MY PAPER SHOP.COM, INC., a
18 California corporation,
19 Defendant.

CASE NO. 18-CV-02160

**COMPLAINT FOR
BREACH OF CONTRACT**

20 Plaintiff Hoffmaster Group, Inc. (“Hoffmaster”) for its claims against
21 Defendant My Paper Shop.com, Inc. (“MyPaperShop”), hereby alleges as follows:

NATURE OF THE ACTION

22 1. Hoffmaster brings this lawsuit pursuant to 28 U.S.C. § 1332 to recover
23 \$241,409.56 in damages Hoffmaster has suffered as a result of MyPaperShop’s
24 breaches of contract by failing to pay Hoffmaster for specialty paper products
25 MyPaperShop ordered from Hoffmaster on several dates between approximately
26 May 31, 2018 and October 24, 2018.

THE PARTIES

27 2. Hoffmaster is a corporation organized under the laws of the State of
28 Delaware, with its principal place of business in Wisconsin located at 2920 North

1 Main Street, Oshkosh, Wisconsin 54901.

2 3. Upon information and belief, MyPaperShop is a corporation organized
3 under the laws of the State of California, with its principal place of business in
4 California located at 1224 East Katella Avenue, Suite 209, Orange, California
5 92867.

6 **JURISDICTION AND VENUE**

7 4. This Court has jurisdiction over this action under 28 U.S.C. § 1332 as
8 the parties are citizens of different states and the amount in controversy exceeds
9 \$75,000, exclusive of interest and costs.

10 5. This Court has personal jurisdiction over MyPaperShop because
11 MyPaperShop is a California corporation that has engaged in substantial and not
12 isolated activities within the State of California, including ordering Hoffmaster
13 paper products and breaching its agreement with Hoffmaster to pay for the same.

14 6. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391
15 because Hoffmaster's claims arose within this district.

16 **BREACH OF CONTRACT**

17 7. Hoffmaster manufactures and markets specialty paper products.

18 8. MyPaperShop sells Hoffmaster paper products online through
19 MyPaperShop's website.

20 9. MyPaperShop does not maintain an inventory of Hoffmaster products
21 for sale to MyPaperShop's customers.

22 10. MyPaperShop instead orders from Hoffmaster the same products
23 MyPaperShop has sold to its customers after receiving the customers' orders.

24 11. MyPaperShop then instructs Hoffmaster to deliver the products
25 directly to MyPaperShop's customers, fulfilling the orders for which MyPaperShop
26 has been paid by its customers.

27 12. Hoffmaster delivers the products on behalf of MyPaperShop to
28 MyPaperShop's customers in exchange for MyPaperShop agreeing to pay

1 Hoffmaster an agreed upon sum for each order within 30 days of the date on which
2 MyPaperShop orders the products at issue from Hoffmaster.

3 13. Between May 31, 2018 and October 24, 2018, MyPaperShop
4 repeatedly ordered paper products from Hoffmaster in hundreds of individual
5 transactions.

6 14. MyPaperShop agreed to pay a specified amount for each transaction
7 within 30 days of the date on which MyPaperShop placed each order.

8 15. Hoffmaster agreed to deliver the products MyPaperShop ordered to
9 MyPaperShop's customers, as MyPaperShop requested.

10 16. Within days of each order transaction, Hoffmaster issued an invoice to
11 MyPaperShop stating these and the other terms and conditions to which the parties
12 agreed for each transaction.

13 17. MyPaperShop accepted and agreed to these terms and conditions,
14 including that MyPaperShop would pay Hoffmaster the sum stated in each invoice
15 within 30 days of each order.

16 18. Hoffmaster in fact timely delivered the products MyPaperShop
17 ordered between May 31, 2018 and October 24, 2018 to MyPaperShop's customers
18 as MyPaperShop instructed, fulfilling the orders for which MyPaperShop had been
19 paid by its customers.

20 19. But when it came time for MyPaperShop to pay Hoffmaster for each
21 order, MyPaperShop refused to pay Hoffmaster the sums to which the parties had
22 agreed.

23 20. Hoffmaster advised MyPaperShop that it had breached its agreement
24 to promptly pay Hoffmaster the invoiced amount for each of the orders and that
25 MyPaperShop owed Hoffmaster a total sum of \$241,409.56.

26 21. MyPaperShop tacitly conceded its breach, but responded by steadfastly
27 refusing to honor the terms of the parties' agreement by making payment.

28 22. As a result, MyPaperShop remains in breach of its agreement to pay

1 Hoffmaster for the products MyPaperShop ordered and Hoffmaster delivered to
2 MyPaperShop's customers pursuant to MyPaperShop's instructions.

3 23. As a direct and proximate result of MyPaperShop's material breach,
4 Hoffmaster has been damaged in an amount to be proved at trial, but no less than
5 \$241,409.56, plus interest.

6
7 WHEREFORE, Hoffmaster demands the entry of judgment against
8 MyPaperShop as follows:

- 9 A. For compensatory damages in an amount to be proven at trial;
10 B. For Hoffmaster's expenses, attorneys' fees, and court costs;
11 C. For pre- and post-judgment interest on the foregoing amounts; and
12 D. For such other relief as the Court deems just and proper.

13
14 RESPECTFULLY SUBMITTED this 6th day of December, 2018.

15 Quarles & Brady LLP

16 By: /s/ James Y. Wu

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